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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

DECKERS OUTDOOR CORPORATION, a Delaware Corporation,)	CASE NO. 2:14-CV-00210-GAF (ASx)
)	
Plaintiff,)	ORDER RE CONSENT JUDGMENT
v.)	INCLUDING PERMANENT
)	INJUNCTION AND VOLUNTARY
LUIEE FOOTWEAR, INC., a California)	DISMISSAL OF ACTION WITH
Corporation ; PEIFAN ZHENG; an)	PREJUDICE
individual; VANESSA CHEN, an)	
individual; JASON CHEN, an individual;)	
LUNA USA, INC., a California)	
Corporation; EDWARD SHI, an)	
individual; and DOES 1-10, inclusive,)	
)	
Defendants.)	

WHEREAS **Plaintiff Deckers Outdoor Corporation** having filed a Complaint in this action charging **Defendants Luiee Footwear, Inc., Peifan Zheng** (also erroneously sued as “Vanessa Chen”), **Jason Chen, Luna USA, Inc., and Edward Shi** (collectively “Defendants”) have entered into a Settlement Agreement and Mutual Release as to the claims in the above referenced matter. Defendants, having stipulated to the below terms, IT IS HEREBY ORDERED that:

1. This Court has jurisdiction over the parties to this Final Consent Judgment and has jurisdiction over the subject matter hereof pursuant to 15 U.S.C. § 1121.

2. Since acquiring the UGG® trademark and the goodwill of the business in 1995, Deckers has continuously sold footwear, clothing, and accessories under this and its other trademarks (collectively “UGG Marks”). Deckers has built substantial goodwill in its trademarks. Deckers’ UGG Marks include *but are not limited to* the following:

Mark	U.S. Reg. No.	Reg. Date	Class	Goods/Services
“UGG”	3,050,925	01/24/2006	25	Men’s, women’s and children’s footwear, namely, boots, shoes, clogs, slippers; men’s, women’s and children’s clothing, namely, coats, jackets, ponchos; women’s clothing, namely, skirts, muffs; children’s buntings.
	3,360,442	12/25/2007	25	Footwear, namely, sandals; clothing, namely, vests, mittens, scarves, headwear, caps, visors.
	3,624,595	05/19/2009	25	Footwear.
	2,314,853	02/01/2000	25	Footwear.

3. Deckers is the owner of the Bailey Button Boot Trade Dress, which is characterized, inter alia, by

- Classic suede boot styling made famous by the UGG brand;
- Overlapping of front and rear panels on the lateral side of the boot shaft;

- 1 • Curved top edges on the overlapping panels;
- 2 • Exposed fleece-type lining edging the overlapping panels and top of the
- 3 boot shaft; and
- 4 • One or more buttons (depending on the height of the boot) prominently
- 5 featured on the lateral side of the boot shaft adjacent the overlapping panels.

6 Exemplars of Deckers' UGG® boots that bear the Bailey Button Boot Trade
 7 Dress are depicted below.



15 4. Many of Deckers' UGG® footwear designs, including those with the
 16 Bailey Button Boot Trade Dress, are also protected by design patents issued by the
 17 United States Patent and Trademark Office. Design Patents for UGG® Bailey Button
 18 Boot styles include, but are not limited to, U.S. Patent Nos. D599,999 for the "Bailey
 19 Button Single" boot (registered on September 15, 2009) and D616,189 for the "Bailey
 20 Button Triplet" boot (registered on May 25, 2010) (hereinafter "Bailey Button Design
 21 Patents").

22 5. The claims alleged by Plaintiff in the present lawsuit arise from
 23 Defendants' manufacture, distribution, promotion, advertisement, offering for sale,
 24 and/or sale of footwear, the designs and/or marks of which Deckers has alleged
 25 infringe upon its Bailey Button Boot Trade Dress, Bailey Button Design Patents, and
 26 one or more of its UGG Marks ("Disputed Products" shown below).



6. Defendants and their agents, servants, employees and all persons in active concert and participation with it who receive actual notice of this Final Consent Judgment are hereby permanently restrained and enjoined from infringing upon Plaintiff's Bailey Button Boot Trade Dress, Bailey Button Design Patents, and/or UGG Marks either directly or contributorily in any manner, including:

(a) Manufacturing, importing, advertising, marketing, promoting, supplying, distributing, offering for sale, or selling the Disputed Products and/or any other products which infringe upon the Bailey Button Boot Trade Dress, Bailey Button Design Patents, and/or any of Deckers' UGG Marks;

(b) Delivering, holding for sale, returning, transferring or otherwise moving, storing or disposing in any manner the Disputed Products;

(c) Committing any other act which falsely represents or which has the effect of falsely representing that the goods and services of Defendants are licensed by, authorized by, offered by, produced by, sponsored by, or in any other way associated with Plaintiff;

(d) Assisting, aiding or attempting to assist or aid any other person or entity in performing any of the prohibited activities referred to in Paragraphs 6(a) to 6(c) above.

7. Plaintiff and Defendants shall bear their own costs and attorneys' fees associated with this action.

8. The execution of this Consent Judgment shall serve to bind and obligate the parties hereto. However, dismissal with prejudice of this action shall not have

1 preclusive effect on those who are not a party to this action, all claims against whom
2 Plaintiff expressly reserves.

3 9. The jurisdiction of this Court is retained for the purpose of making any
4 further orders necessary or proper for the construction or modification of this Final
5 Judgment, the enforcement thereof and the punishment of any violations thereof.
6 Except as otherwise provided herein, this action, including all claims and cross-claims,
7 is fully resolved with prejudice.

8
9 **IT IS SO ORDERED.**

10
11 Date: August 8, 2014



Honorable Gary A. Feess
United States District Judge